

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SAMUEL BOOKS, LLC,	)	
	)	
Plaintiff,	)	
v.	)	CIVIL ACTION FILE
	)	_____
INFINITY BOOKS, INC.; PEPPER	)	
HOLDINGS, INC. F/K/A INFINITY	)	
BOOKS, INC.; JUSTIN ANDREW	)	
SORRELL; DENNIS SORRELL;	)	
AND JOSHUA KNIGHT	)	
Defendants.		

**NOTICE OF REMOVAL**

Defendants INFINITY BOOKS, INC., PEPPER HOLDINGS, INC. F/K/A INFINITY BOOKS, INC., JUSTIN ANDREW SORRELL, and DENNIS SORRELL (“Defendants”), by and through undersigned counsel, hereby file this Notice of Removal pursuant to 28 U.S.C. § 1441 *et seq.* and 28 U.S.C. § 1332. In support thereof, Defendants show the Court as follows:

**Timeliness of Removal**

1. On May 20, 2022, Defendants were served in the matter styled *Samuel Books, LLC vs. Infinity Books, Inc.; Pepper Holdings, Inc. f/k/a Infinity Books, Inc.; Justin Andrew Sorrel; Dennis Sorrell; and Joshua Knight*, bearing Fulton

County Superior Court case number 2022CV364850. The Complaint and all other state court pleadings are attached hereto as **Exhibit A**.

2. Defendant Joshua Knight has not yet been served with process. (*See* Ex. A.)
3. Plaintiff asserts claims for breach of contract, breach of the implied covenant of good faith and fair dealing, negligent misrepresentation, and fraudulent inducement arising out of and related to a March 31, 2021 asset purchase. (Complaint at 1.)
4. This Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b)(1) and *Murphy Brothers v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344 (1999), in that it was filed within one year of the commencement of the action and within thirty days of the date of service.
5. All defendants who have been properly joined and served join in and consent to the removal of the action.

### **Jurisdiction**

6. This is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332, and which Defendants may remove pursuant to 28 U.S.C. § 1441, in that Plaintiff is, and at all relevant times has been, a citizen of a state different from any defendant, and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

7. **Plaintiff's Citizenship:** Pursuant to 28 U.S.C. § 1332(c)(1), Plaintiff is a citizen of the State of Delaware, in which it is organized, and the State of Pennsylvania, in which it has its principal place of business. (*See* Complaint ¶ 7.) Accordingly, Plaintiff is a citizen of Delaware and Pennsylvania for purposes of diversity jurisdiction.
8. **Defendant Infinity Books, Inc.'s Citizenship:** Defendant Infinity Books, Inc. is a foreign citizen, as Plaintiff alleges in its Complaint. (Complaint ¶ 8.) Pursuant to 28 U.S.C. § 1332(c)(1), Defendant Infinity Books, Inc. is a citizen of the State of Alabama, in which it is organized and where it has its principal place of business. Accordingly, Defendant Infinity Books, Inc. is a citizen of Alabama for purposes of diversity jurisdiction.
9. **Defendant Pepper Holdings, Inc., f/k/a Infinity Books, Inc.'s Citizenship:** Defendant Pepper Holdings, Inc. f/k/a Infinity Books, Inc. is a foreign citizen, as Plaintiff alleges in its Complaint. (Complaint ¶ 9.) Pursuant to 28 U.S.C. § 1332(c)(1), Defendant Pepper Holdings, Inc. f/k/a Infinity Books, Inc. is a citizen of the State of Alabama, in which it is organized and where it has its principal place of business. Accordingly, Defendant Pepper Holdings, Inc. f/k/a Infinity Books, Inc. is a citizen of Alabama for purposes of diversity jurisdiction.

- 10. Defendant Justin Andrew Sorrell's Citizenship:** Defendant Justin Andrew Sorrell is a foreign citizen, as Plaintiff alleges in its Complaint. (Complaint ¶ 10.) Defendant Justin Andrew Sorrell is domiciled in the State of Alabama.
- 11. Defendant Dennis Sorrell's Citizenship:** Defendant Dennis Sorrell is a foreign citizen, as Plaintiff alleges in its Complaint. (Complaint ¶ 11.) Defendant Dennis Sorrell is domiciled in the State of Alabama.
- 12. Defendant Joshua Knight's Citizenship:** Defendant Joshua Knight is a foreign citizen, as Plaintiff alleges in its Complaint. (Complaint ¶ 12.) Defendant Joshua Knight is domiciled in the State of Alabama.
- 13. Amount in Controversy:** This case meets the \$75,000 amount-in-controversy requirement. Plaintiff demands compensatory, actual, and contractual damages in an amount “no less than the Purchase Price plus the fee paid to the TSA Defendants under the TSA Agreement.” (Complaint at 30.) Plaintiff alleges it paid defendants “millions of dollars” in exchange for “nearly worthless software and wholly inadequate ‘transition services’.” (Complaint ¶¶ 3, 5, 36.) Additionally, when “attorney’s fees are allowable by applicable law, they may be included in assessing the jurisdictional amount in controversy.” *Estate of Thornton v. Unum Life Ins. Co. of Am.*, 445 F. Supp.

2d 1379, 1382 (N.D. Ga. 2006). Plaintiff seeks attorneys' fees. (Complaint at 30.)

**Venue**

14. The Northern District of Georgia, Atlanta Division, is the proper district and division for the removal of this action pursuant to 28 U.S.C. §§ 1441(a) and 1446(a), as this action was originally brought in the Superior Court of Fulton County, Georgia, within this District and Division.

**Notice to Plaintiff and to State Court of Removal**

15. A true and correct copy of this Notice of Removal will be promptly served on the Plaintiff and will be promptly filed with the Clerk of the Superior Court of Fulton County, Georgia, as required by 28 U.S.C. § 1446(d).

Respectfully submitted this 21st day of June, 2022.

/s/ Caitlin L. Amick  
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**CERTIFICATE OF TYPE SIZE COMPLIANCE**

I hereby certify that pursuant to Local Rule 5.1, the foregoing pleading is prepared in Times New Roman, 14 point.

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served all parties of record with the foregoing NOTICE OF REMOVAL by providing an ELECTRONIC SERVICE COPY of the filing via the CM/ECF System and by e-mail and by causing a copy of same to be deposited in the United States mail, postage prepaid, and properly addressed as indicated below:

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